

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Temporary Access Agreement between the City of Lowell and Tavares LLC North, relative to 179 Bridge Street, Lowell, MA.

The City of Lowell owns property at 179 Bridge Street, Lowell, and

Tavares LLC North has requested access to said property for the purpose of an overnight "Lift Staging Area" during the contract associated with the Boott Mills Window Replacement by Tavares LLC North under contract with the National Park Service; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to Tavares LLC North, their employees, agents and contractor's access onto the property for the purpose of an overnight "Lift Staging Area" during the contract associated with the Boott Mills Window Replacement by Tavares LLC North under contract with the National Park Service for a term not to exceed 41 days commencing from the date of the agreement.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and she is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and Tavares LLC North, their employees, agents and contractor's relative to property at 179 Bridge Street an overnight "Lift Staging Area" during the contract associated with the Boott Mills Window Replacement by Tavares LLC North under contract with the National Park Service for a term not to exceed 41 days commencing from the date of the agreement, all as more fully described in the form, or substantially the form, attached hereto.

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into this the 21th day of August 2019 by and between the CITY OF LOWELL, a Massachusetts municipal corporation, owner of the property located at 179 Bridge Street in said Lowell and Tavares LLC North, 1017 Broad Street, Providence, Rhode Island 02905.

Whereas, Tavares LLC North has requested access to said property as depicted in Exhibit "A" for the purpose of an overnight "Lift Staging Area" during the contract associated with the Boott Mills Window Replacement by Tavares LLC North under contract with the National Park Service.

and

Whereas, the CITY OF LOWELL is willing to grant access to the property as shown in Exhibit "A" for the purpose of a lift staging area during the period of August 21, 2019 through September 30, 2019 for the Boott Mills Window Replacement Project with the National Park Service, in order to facilitate the work;

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. The CITY OF LOWELL hereby grants to Tavares LLC North, its employees, agents, and contractors, access onto the property for the purpose of a lift staging area;
2. Tavares LLC North shall be responsible for the safety and security of the site;
3. Tavares LLC North shall obtain all and any necessary permitting, approvals, and authorizations, specifically, but not limited to, the City of Lowell Conservation Commission, City of Lowell Wastewater Department, City of Lowell Water Department, etc., required as part of the lift staging area activities, failure to obtain proper permitting shall void this access agreement;
4. Tavares LLC North shall restore the site to its original condition upon completion of the work;
5. Tavares LLC North and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its property and that entry upon the property is at the risk of Tavares LLC North, and its employees, agents, and contractors. The CITY OF LOWELL shall not be responsible for any personal injury or property damage suffered by any party or person that arises in any way out of the activities contemplated in this Agreement, except to the extent that such injury or damage is a direct result of negligence of the CITY OF LOWELL, and subject to the limits set forth in MGL

Chapter 258. Tavares LLC North agrees to purchase and maintain a public/ liability insurance policy in the amount of \$250,000 for injury to one person and or property and the amount of \$500,000 for injury to more than one person and or property naming the City as an additional insured.

6. Tavares LLC North agrees to defend, indemnify and hold the CITY OF LOWELL, its officers, officials, agents and employees harmless from and against any suits, claims, actions, costs, expenses, fees, liability, losses and damages that may be asserted against, imposed upon, or incurred by the CITY OF LOWELL, its officers, officials, employees and agents, as a result of, relating to, or arising from any act or omission of Tavares LLC North or its employees, agents, and contractors that is directly associated or in connection with the grant of access as set forth herein.
7. The City of Lowell reserves the right to cancel this agreement at any time for the convenience of the City.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this the 21th day of August 2019.

CITY OF LOWELL, MA

Tavares LLC North

By: _____
Eileen M. Donoghue, City Manager

By: _____
Fernando Tavares, President

Approved as to form:

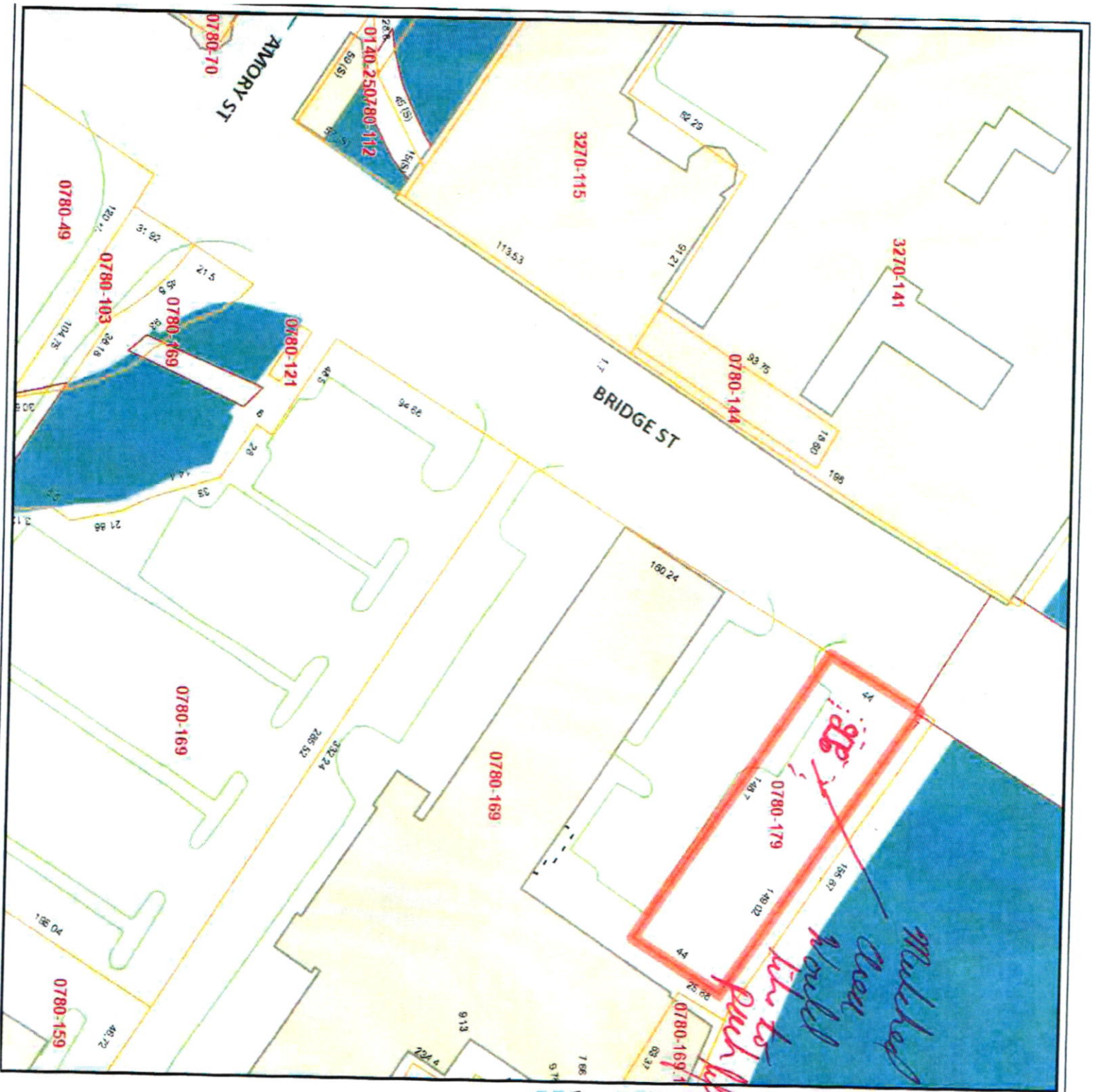
Christine O'Connor, City Solicitor

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City of Lowell Massachusetts

- Lowell Boundary
- Parcels
- Buildings
- Building
- Foundation
- Mobile Home
- Tank
- Deck
- Pool - Above Ground
- Pool - In-Ground
- Paved Roads
- Water Bodies
- Open Water
- River
- Border Town Parcels



DISCLAIMER
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The City of Lowell makes no warranty of representation as to the accuracy, timeliness or completeness of any of the data. The City of Lowell shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.
1" = 57 ft
August 20, 2000



City of Lowell Massachusetts

Lowell Boundary
Parcels



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Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

August 27, 2019

Mayor William Samaras
and
Members of City Council

REFERENCE: Temporary Access Agreement for 179 Bridge Street

Dear Mayor Samaras and Members of the City Council:

Tavares LLC North has requested access to the City owned property located at 179 Bridge Street for the purpose of a "Lift Staging Area".

The property would be used as a lift staging area between August 21, 2019 and September 30, 2019 as part of Tavares LLC North contract with the National Park Service. The contract with the National Park Service is for the purpose of replacing windows at Boott Mills. The Access Agreement indemnifies the City from injury to persons and property damage. The Agreement requires the contractor to obtain all necessary permitting approvals and restore the site to its original condition upon completion of the agreement.

If you have any questions or need any assistance in this matter, please contact Diane Tradd, Assistant City Manager at (978) 674-1401.

Sincerely,

Eileen M. Donoghue
City Manager

EMD/ns
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director
Christine P. O'Connor, City Solicitor
Patricia Lucken, Asset Manager